

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2003**

TO:                All Departments

FROM:            Department of Materials Management

SUBJECT:        Contract for **CONSTRUCTION EQUIPMENT RENTAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 15, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/~~mas~~ ag  
Attach

Copy to:        Clerk of the Board  
                  Monica Mendoza, Materials Management  
                  Jim Baker, MCDOT  
                  Steve Varscsak, Facilities Management

(Please remove Serial 96103-R from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: CONSTRUCTION EQUIPMENT RENTAL**

Types of equipment and delivery point: CONSTRUCTION EQUIPMENT to be rented to the Maricopa County Maintenance forces as required. It is expected that this contract will be awarded to multiple vendors. Rental by a purchase order only.

**1.0 INTENT:**

The intent of these specifications is to obtain a source (s) for renting Maricopa County requirements for various types of construction equipment.

1.1 The specifications and item descriptions are intended to represent items known to meet the County's requirements.

1.2 This is a requirement type contract based on historical usage and is structured to best serve the needs of the Maricopa County Department of Transportation, Flood Control District, and other departments as required.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 This contract will be awarded by category of Equipment and geographic area of the County. The County will award this contract to the 2 lowest responsive, responsible vendors as primary and secondary sources by category of equipment and location.

**2.2 INVOICES:**

For invoicing purposes, blanket purchase order will be issued to each contractor on a dollar basis. Final invoices must be presented within 15 days after the close of the month. Invoices, accompanied by a signed proof of delivery, must be submitted to the ordering offices address. The vendor shall also provide the County a copy of the rental agreement at the time of the equipment return. These two shall be matched at payment times.

**2.3 DELIVERY:**

Vendors having more than one location in the Valley shall make these sites available for releasing the desired equipment to the County's representative.

Equipment shall be ready for immediate operation. If trailers are required they must be provided. The vendor must load the piece of equipment on the trailer. Delivery/Trailer charges may be listed separately, however any discount offered on the basic item shall apply equally to the delivery/trailer charge.

**2.4 ORDERING:**

Each activity having need of this contract service shall provide to each vendor a list of individuals who are authorized to request rental of equipment. All rentals shall be by signature only. No deposits or retention of any type will be authorized.

**2.5 INSURANCE:**

The vendor shall insure each piece of equipment is fully insured except for damage or loss caused through the negligence of a County employee. (See §3.11)

**2.6 OPERATORS:**

The County shall provide an experienced, trained operator for all rented equipment

2.7 RENTAL RATES :

Each bidder shall provide daily, weekly and monthly rates for each piece of equipment listed on the pricing pages. It should be noted, whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, or monthly rate equals 3 times weekly. The higher rate then becomes effective for the remaining rental period.

2.8 For purposes of this bid, the Phoenix area has been divided into four (4) geographic areas:

2.8.1 Zone 1 - All areas west of I-17 and north of Washington Street.

2.8.2 Zone 2 - All areas west of I-17 and south of Washington Street

2.8.3 Zone 3 - All areas of I-17 and north of Washington Street

2.8.4 Zone 4 - All areas east of I-17 and south of Washington Street.

2.9 The County will pick-up the equipment at the closest vendor's outlet to the job site. The County representative will try to give at least 24 hour advance notice. However, emergencies will occur and must be accommodated with the least amount of time loss.

2.10 ADDITIONAL EQUIPMENT AVAILABILITY:

2.10.1 Each successful vendor will be required to make available price catalogs or lists of additional equipment available and the discount off their current price available to the County.

2.10.2 Each bidder should indicate if delivery to a job site is available and the rate/method of compensation.

2.11 Rental rates should include all ancillary components, and supplies. (I.e.: brush wear charge, cleaning, sharpening, misc. supplies, etc.) County will provide fuel.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their SOLE option extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim,

damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

**3.4 INSURANCE REQUIREMENTS**

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

**3.5 CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

**3.6 CANCELLATION AND EXPIRATION NOTICE:**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

**3.7 TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

**3.8 USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**3.9 TECHNICAL AND DESCRIPTIVE LITERATURE:**

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

**3.10 ADDITIONAL PRICING:**

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in this Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. ONE set of catalogs/pricing documents shall accompany any additional pricing offered.

**3.11 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450

Technical Telephone inquiries shall be addressed to:

KEVIN KOTTMER, MCDOT	(602) 506-4885
STEVE VARSCSAK, FMD	(602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.24 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.25 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**BINGHAM EQUIPMENT RENTAL, 1655 S COUNTRY CLUB DR, MESA AZ 85210**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES \_\_\_\_\_ NO

INTERNET ORDERING CAPABILITY: \_\_\_\_\_ YES  X  NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  X  YES \_\_\_\_\_ NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.4</b>	<b><u>HEAVY EQUIPMENT</u></b>									
<b>PRIMARY</b>										
6.4.3	Loader 980 4 cubic yard	<u>\$295</u>	<u>\$1180</u>	<u>\$3540</u>	<u>\$310</u>	<u>\$1240</u>	<u>\$3720</u>	<u>\$325</u>	<u>\$1300</u>	<u>\$3900</u>
	Manufacturer/Model: NH / FIAT / CASE									
<b>PRIMARY</b>										
6.4.4	Road Broom, Broce	<u>\$140</u>	<u>\$500</u>	<u>\$1350</u>	<u>\$147</u>	<u>\$525</u>	<u>\$1420</u>	<u>\$155</u>	<u>\$555</u>	<u>\$1495</u>
	Manufacturer/Model: WALDON									

**6.14** Mileage Charge for On-Site Delivery: \$60.00 per/mile **LOADED HOUR**

**6.15** Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses: 710 N. 195<sup>TH</sup> AVE (JACKRABBIT TRAIL) BUCKEYE, AZ 85326

Zone 2 Adresses: 1651 S COUNTRY CLUB DR. MESA AZ 85210

Terms: NET 30

Vendor Number: 860139051 **B**

Federal Tax ID Number: 86-0139051

Company Web Site: [www.binghamequipment.com](http://www.binghamequipment.com)

Telephone Number: (602) 246-4426 (888) 844-0778

Fax Number: (480) 461-1835

Company Contact (REP): DARYL JAMES // CHRIS HAMILTON

E-mail Address (REP): [dary@binghameq.com](mailto:dary@binghameq.com)

Contract Period: To cover the period ending November 30, 2003.

**EMPIRE SOUTHWEST LLC, PO BOX 2985, PHOENIX AZ 85062-2985**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES   NO

INTERNET ORDERING CAPABILITY:   YES  X  NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  X  YES   NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.1</b>	<b><u>BACKHOE</u></b>									
<b>SECONDARY</b>										
6.1.1	710B Extend-a-hoe, 4x4, John Deere	<u>\$295.00</u>	<u>\$1,062.00</u>	<u>\$2,655.00</u>	<u>\$303.85</u>	<u>\$1,093.86</u>	<u>\$2,734.65</u>	<u>\$312.97</u>	<u>\$1,126.68</u>	<u>\$2,816.69</u>
	Manufacturer/Model: CATERPILLAR 446B									
<b>6.4</b>	<b><u>HEAVY EQUIPMENT</u></b>									
<b>SECONDARY</b>										
6.4.1	Blade - CAT 120HP	<u>\$440.00</u>	<u>\$1,584.00</u>	<u>\$4,488.00</u>	<u>\$453.20</u>	<u>\$1,631.52</u>	<u>\$4,622.64</u>	<u>\$466.80</u>	<u>\$1,680.47</u>	<u>\$4,761.32</u>
	Manufacturer/Model: CAT 12H MOTOR GRADER									
<b>SECONDARY</b>										
6.4.2	Blade - CAT 140HP	<u>\$510.00</u>	<u>\$1,836.00</u>	<u>\$5,202.00</u>	<u>\$525.30</u>	<u>\$1,891.08</u>	<u>\$5,358.06</u>	<u>\$541.06</u>	<u>\$1,947.81</u>	<u>\$5,518.80</u>
	Add to above 140H rates property tax of 3.25% and tire wear upon return of \$26.00/32 <sup>nd</sup> "									
	Manufacturer/Model: CAT 140H MOTOR GRADER									
<b>PRIMARY</b>										
6.4.5	623 Caterpillar, Scraper	<u>\$1,020.00</u>	<u>\$3,672.00</u>	<u>\$10,404.00</u>	<u>\$1,050.60</u>	<u>\$3,782.16</u>	<u>\$10,716.12</u>	<u>\$1,082.12</u>	<u>\$3,895.62</u>	<u>\$11,037.60</u>
	Add to above 623 rates property tax of 3.25% and tire wear upon return of \$89.00/32 <sup>nd</sup> "									
	Manufacturer/Model: CAT 623F SCRAPER									
<b>PRIMARY</b>										
6.4.6	D-8 Caterpillar Dozer	<u>\$1,310.00</u>	<u>\$4,716.00</u>	<u>\$13,362.00</u>	<u>\$1,349.30</u>	<u>\$4,857.48</u>	<u>\$13,762.86</u>	<u>\$1,389.78</u>	<u>\$5,003.20</u>	<u>\$14,175.75</u>
	Add to above D8 rates 3.25% property tax									
	Manufacturer/Model: MANUFACTURER/MODEL:CAT D8R TRACK TYPE DOZER									
<b>PRIMARY</b>										
6.4.7	D-9 Caterpillar Dozer	<u>\$1,510.00</u>	<u>\$5,436.00</u>	<u>\$15,402.00</u>	<u>\$1,555.30</u>	<u>\$5,599.08</u>	<u>\$15,864.06</u>	<u>\$1,601.96</u>	<u>\$5,767.05</u>	<u>\$16,339.98</u>
	Manufacturer/Model: CAT D94 TRACK TYPE DOZER									
<b>PRIMARY</b>										
6.4.8	160-H Grader	<u>\$550.00</u>	<u>\$1,980.00</u>	<u>\$5,610.00</u>	<u>\$566.50</u>	<u>\$2,039.40</u>	<u>\$5,778.30</u>	<u>\$583.50</u>	<u>\$2,100.58</u>	<u>\$5,951.65</u>
	Manufacturer/Model: CAT 160H MOTOR GRADER									

**EMPIRE SOUTHWEST LLC, PO BOX 2985, PHOENIX AZ 85062-2985**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>PRIMARY</b>										
6.4.10	Excavator, w/ 27' reach (+/- 1') 3' bucket	<u>\$320.00</u>	<u>\$1,152.00</u>	<u>\$2,880.00</u>	<u>\$329.60</u>	<u>\$1,186.56</u>	<u>\$2,966.40</u>	<u>\$339.49</u>	<u>\$1,222.16</u>	<u>\$3,055.39</u>
	Manufacturer/Model: CAT 312BL (28'4" reach, 19'10" maximum dig depth)									
<b>6.5 LIGHTING EQUIPMENT</b>										
<b>SECONDARY</b>										
6.5.1	4,000 Watt 30' Towers	<u>\$65.00</u>	<u>\$234.00</u>	<u>\$585.00</u>	<u>\$66.95</u>	<u>\$241.02</u>	<u>\$602.55</u>	<u>\$68.96</u>	<u>\$248.25</u>	<u>\$620.63</u>
	Manufacturer/Model: MAXI-LITE 4,000 WATT LIGHT TOWER									
<b>6.6 ROLLERS, RIDE-ON, STATIC</b>										
<b>PRIMARY</b>										
6.6.1	10 to 12 Ton, Rubber	<u>\$175.00</u>	<u>\$630.00</u>	<u>\$1,575.00</u>	<u>\$180.25</u>	<u>\$648.90</u>	<u>\$4,622.25</u>	<u>\$185.66</u>	<u>\$668.37</u>	<u>\$1,670.92</u>
	Manufacturer/Model: CAT PS150B 9 WHEEL PNEUMATIC ROLLER									
<b>SECONDARY</b>										
6.6.2	10 to 12 Ton, Steel	<u>\$375.00</u>	<u>\$1,350.00</u>	<u>\$3,825.00</u>	<u>\$386.25</u>	<u>\$1,390.50</u>	<u>\$3,939.75</u>	<u>\$397.84</u>	<u>\$1,432.22</u>	<u>\$4,057.94</u>
	Manufacturer/Model: CAT CB534C DOUBLE DRUM ROLLER 20,270 LBS STATIC OPERATING WEIGHT									
<b>6.10 TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE</b>										
<b>PRIMARY</b>										
6.10.4	4,000 Gallon, Canal Fill	<u>\$195.00</u>	<u>\$702.00</u>	<u>\$1,755.00</u>	<u>\$200.85</u>	<u>\$723.06</u>	<u>\$1,807.65</u>	<u>\$206.88</u>	<u>\$744.75</u>	<u>\$1,861.88</u>
	Manufacturer/Model: FREIGHTLINER FL80 WITH CANAL FILL, A/C, DIESEL & AUTOMATIC TRANSMISSION									
<b>6.11 WATER WAGONS &amp; EQUIPMENT</b>										
<b>SECONDARY</b>										
6.11.1	5,000 Gallon with Pump & Hose	<u>\$495.00</u>	<u>\$1,782.00</u>	<u>\$5,049.00</u>	<u>\$509.85</u>	<u>\$1,835.46</u>	<u>\$5,200.47</u>	<u>\$525.15</u>	<u>\$1,890.52</u>	<u>\$5,356.48</u>
	Add to above 613C Water Wagon rates property tax of 3.25% and tire wear upon return of \$51.00/32 <sup>nd</sup>									
	Manufacturer/Model: CAT 613C WATER WAGON									
<b>PRIMARY</b>										
6.11.4	8,000 Gallon Water Wagon	<u>\$835.00</u>	<u>\$3,006.00</u>	<u>\$8,517.00</u>	<u>\$860.05</u>	<u>\$3,096.18</u>	<u>\$8,772.51</u>	<u>\$885.85</u>	<u>\$3,189.07</u>	<u>\$9,035.69</u>
	Add to above 621F Water Wagon rates property tax of 3.25% and tire wear upon return of \$89.00/32 <sup>nd</sup>									
	Manufacturer/Model: CAT 621F WATER WAGON									

**EMPIRE SOUTHWEST LLC, PO BOX 2985, PHOENIX AZ 85062-2985**

		<b><u>YEAR 1</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>	<b><u>YEAR 3</u></b>	<b><u>YEAR 3</u></b>
		<b><u>DAILY</u></b>	<b><u>WEEKLY</u></b>	<b><u>MONTHLY</u></b>	<b><u>DAILY</u></b>	<b><u>WEEKLY</u></b>	<b><u>MONTHLY</u></b>	<b><u>DAILY</u></b>	<b><u>WEEKLY</u></b>	<b><u>MONTHLY</u></b>
<b>PRIMARY</b>										
6.11.5	Water Tower, 10,000 Gallon Tank, Complete	<u>\$75.00</u>	<u>\$270.00</u>	<u>\$675.00</u>	<u>\$77.25</u>	<u>\$278.10</u>	<u>\$695.25</u>	<u>\$79.57</u>	<u>\$286.44</u>	<u>\$716.11</u>

Add to above MPT10 Water Tower rates property tax of 3.25%

Manufacturer/Model: MEGA MPT10 10,000 GALLON TANK

**6.13 OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS**

Daily Rentals – 0% Discount

Weekly rentals – 10% Discount

Monthly Rentals – 15% Discount

**6.14** Mileage Charge for On-Site Delivery: 0-31,999 lbs - \$2.90/Mile, 32,000 – 41,999 lbs - \$3.20/Mile, 42,000 – 51,999 - \$3.65/Mile, 52,000 – 61,999 - \$4.20/Mile  
62,000 – 71,999 lbs - \$5.05/Mile, 72,000 – 81,999 lbs - \$5.85/Mile, 82,000 – 91,999 lbs - \$6.60/Mile, 92,000 – 105,999 -  
\$7.25/Mile, 106,000 – 119,999 - \$8.35/Mile

**6.15** Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses: 7315 N 67<sup>th</sup> Avenue Glendale, AZ 85301-1704

Zone 2 Addresses: \_\_\_\_\_

Zone 3 Addresses: \_\_\_\_\_

Zone 4 Addresses: 1725 S. Country Club Drive Mesa, AZ 85210

Terms: NET 30

Vendor Number: ~~860324055~~ **860894087 B**

Federal Tax ID Number: ~~86-0984-087~~ **86-0894087**

Company Web Site: [www.empire-cat.com](http://www.empire-cat.com)

Telephone Number: (480) 633-4491

Fax Number: (480) 633-4489

Company Contact (REP): Rick Scott

E-mail Address (REP): [rscott@empire-cat.com](mailto:rscott@empire-cat.com)

Contract Period: To cover the period ending November 30, 2003.

**HERTZ EQUIPMENT RENTAL CORP, 755 E BASELINE, GILBERT AZ 85232**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES \_\_\_\_\_ NO

INTERNET ORDERING CAPABILITY:  X  YES \_\_\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_\_ YES  X  NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.3</b>	<b><u>FORKLIFTS</u></b>									
<b>PRIMARY</b>										
6.3.1	Forklift, Yard, CAT V50D	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>
	Manufacturer/Model: CAT GP25 OR TOYOTA FG25									
<b>PRIMARY</b>										
6.3.2	Forklift, Warehouse, Hyster E40XL-27	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>	<u>\$80</u>	<u>\$310</u>	<u>\$850</u>
	Manufacturer/Model: CAT GP25 OR TOYOTA FG25									
<b>6.4</b>	<b><u>HEAVY EQUIPMENT</u></b>									
<b>PRIMARY</b>										
6.4.1	Blade - CAT 120HP	<u>\$355</u>	<u>\$1,200</u>	<u>\$3,800</u>	<u>\$355</u>	<u>\$1,200</u>	<u>\$3,800</u>	<u>\$355</u>	<u>\$1,200</u>	<u>\$3,800</u>
	Manufacturer/Model: JD 670B									
<b>6.5</b>	<b><u>LIGHTING EQUIPMENT</u></b>									
<b>PRIMARY</b>										
6.5.1	4,000 Watt 30' Towers	<u>\$45</u>	<u>\$180</u>	<u>\$445</u>	<u>\$45</u>	<u>\$180</u>	<u>\$445</u>	<u>\$45</u>	<u>\$180</u>	<u>\$445</u>
	Manufacturer/Model: COLEMAN MH4000 OR IR L64MH									
<b>6.7</b>	<b><u>ROLLERS, RIDE-ON, VIBRATORY</u></b>									
<b>SECONDARY</b>										
6.7.1	3 to 5 Ton, Steel	<u>\$115</u>	<u>\$450</u>	<u>\$1,350</u>	<u>\$115</u>	<u>\$450</u>	<u>\$1,350</u>	<u>\$115</u>	<u>\$450</u>	<u>\$1,350</u>
	Manufacturer/Model: IR DD-24									
<b>SECONDARY</b>										
6.7.3	10 to 12 Ton, Steel	<u>\$260</u>	<u>\$1,035</u>	<u>\$3,100</u>	<u>\$260</u>	<u>\$1,035</u>	<u>\$3,100</u>	<u>\$260</u>	<u>\$1,035</u>	<u>\$3,100</u>
	Manufacturer/Model: IR SD-100D									

**HERTZ EQUIPMENT RENTAL CORP, 755 E BASELINE, GILBERT AZ 85232**

		<b><u>YEAR 1</u></b> <b><u>DAILY</u></b>	<b><u>YEAR 1</u></b> <b><u>WEEKLY</u></b>	<b><u>YEAR 1</u></b> <b><u>MONTHLY</u></b>	<b><u>YEAR 2</u></b> <b><u>DAILY</u></b>	<b><u>YEAR 2</u></b> <b><u>WEEKLY</u></b>	<b><u>YEAR 2</u></b> <b><u>MONTHLY</u></b>	<b><u>YEAR 3</u></b> <b><u>DAILY</u></b>	<b><u>YEAR 3</u></b> <b><u>WEEKLY</u></b>	<b><u>YEAR 3</u></b> <b><u>MONTHLY</u></b>
<b>6.8</b>	<b><u>TRACTOR</u></b>									
<b>PRIMARY</b>										
6.8.1	743 Bobcat (or equivalent)	<u>\$100</u>	<u>\$375</u>	<u>\$1,000</u>	<u>\$100</u>	<u>\$375</u>	<u>\$1,000</u>	<u>\$100</u>	<u>\$375</u>	<u>\$1,000</u>
	Manufacturer/Model: CASE 1840 OR MELROE 753									
	<b>Attachments for 6.8.1</b>									
6.8.1.1	Post Hole Digger	<u>\$25</u>	<u>\$70</u>	<u>\$210</u>	<u>\$25</u>	<u>\$70</u>	<u>\$210</u>	<u>\$25</u>	<u>\$70</u>	<u>\$210</u>
	Manufacturer/Model: BOBCAT MELROE 6711874									
6.8.1.2	Hydraulic Hammer	<u>\$110</u>	<u>\$450</u>	<u>\$1,340</u>	<u>\$110</u>	<u>\$450</u>	<u>\$1,340</u>	<u>\$110</u>	<u>\$450</u>	<u>\$1,340</u>
	Manufacturer/Model: BOBCAT MELROE 2570									
6.8.1.4	Backhoe	<u>\$60</u>	<u>\$180</u>	<u>\$535</u>	<u>\$60</u>	<u>\$180</u>	<u>\$535</u>	<u>\$60</u>	<u>\$180</u>	<u>\$535</u>
	Manufacturer/Model: BOBCAT MELROE 709									
<b>6.9</b>	<b><u>TRUCKS, DUMP</u></b>									
<b>PRIMARY</b>										
6.9.2	7 cubic yard Dump	<u>\$130</u>	<u>\$420</u>	<u>\$1,350</u>	<u>\$130</u>	<u>\$420</u>	<u>\$1,350</u>	<u>\$130</u>	<u>\$420</u>	<u>\$1,350</u>
	Manufacturer/Model: FORD F-800 & F-700									
<b>PRIMARY</b>										
6.9.3	Super "14" 20 cubic yard Dump	<u>\$325</u>	<u>\$1,100</u>	<u>\$3,300</u>	<u>\$325</u>	<u>\$1,100</u>	<u>\$3,300</u>	<u>\$325</u>	<u>\$1,100</u>	<u>\$3,300</u>
	Manufacturer/Model: FORD LT9000									
<b>6.10</b>	<b><u>TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE</u></b>									
<b>PRIMARY</b>										
6.10.1	2,000 Gallon	<u>\$170</u>	<u>\$550</u>	<u>\$1,700</u>	<u>\$170</u>	<u>\$550</u>	<u>\$1,700</u>	<u>\$170</u>	<u>\$550</u>	<u>\$1,700</u>
	Manufacturer/Model: FORD F-800 & F-700									
<b>SECONDARY</b>										
6.10.2	4,000 Gallon	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>
	Manufacturer/Model: FORD LT8000									

**HERTZ EQUIPMENT RENTAL CORP, 755 E BASELINE, GILBERT AZ 85232**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>PRIMARY</b>										
6.10.3	3,800 Gallon	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>
	Manufacturer/Model: FORD LT8000									
<b>SECONDARY</b>										
6.10.4	4,000 Gallon, Canal Fill	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>	<u>\$310</u>	<u>\$995</u>	<u>\$3,100</u>
	Manufacturer/Model: FORD LT8000									
<b>6.11</b>	<u>WATER WAGONS &amp; EQUIPMENT</u>									
<b>PRIMARY</b>										
6.11.3	Trash. 6" one suction, one discharge (for above standpipe 6.11.2)	<u>\$135</u>	<u>\$380</u>	<u>\$1,140</u>	<u>\$135</u>	<u>\$380</u>	<u>\$1,140</u>	<u>\$135</u>	<u>\$380</u>	<u>\$1,140</u>
	Manufacturer/Model: MULTIQUIP/GORMAN THOMPSON 6HTDDRT4									
<b>6.12</b>	<u>BOOMS</u>									
<b>PRIMARY</b>										
6.12.1	Boom, 40 foot height, 1-man bucket	<u>\$140</u>	<u>\$470</u>	<u>\$1,400</u>	<u>\$140</u>	<u>\$470</u>	<u>\$1,400</u>	<u>\$140</u>	<u>\$470</u>	<u>\$1,400</u>
<b>PRIMARY</b>										
6.12.2	Boom, 30 foot height, 1-man bucket	<u>\$120</u>	<u>\$400</u>	<u>\$1,200</u>	<u>\$120</u>	<u>\$400</u>	<u>\$1,200</u>	<u>\$120</u>	<u>\$400</u>	<u>\$1,200</u>
<b>6.14</b>	Mileage Charge for On-Site Delivery:	\$ <u>0</u> per/mile								
<b>6.15</b>	Geographic area where vendor has offices and yard located in. (see page 4)									
	Zone 1 Addresses: <u>2010 Black Canyon Highway, Phoenix AZ 85009</u>									
	Zone 2 Addresses: <u>2040 W Pinnacle</u>									
	Zone 3 Addresses: <u>755 E Baseline Road, Gilbert AZ 85233</u>									
	Zone 4 Addresses: _____									

**HERTZ EQUIPMENT RENTAL CORP, 755 E BASELINE, GILBERT AZ 85232**

Terms:	NET 10
Vendor Number:	136174127 <b>B</b>
Federal Tax ID Number:	13-6174127
Company Web Site:	<a href="http://www.hertz.com">www.hertz.com</a>
Telephone Number:	(602) 507-1680
Fax Number:	(602) 272-3526
Company Contact (REP):	Douglas McHugh
E-mail Address (REP):	
Contract Period:	To cover the period ending November 30, 2003.

**PRIME EQUIPMENT, 1403 S BLACK CANYON HWY, PHOENIX AZ 85009**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES   X   NO

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES   X   NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES \_\_\_\_ NO **Subject to Approval of prime Equipment**

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.3</b>	<u>FORKLIFTS</u>									
<b>SECONDARY</b>										
6.3.1	Forklift, Yard, CAT V50D	<u>\$95</u>	<u>\$345</u>	<u>\$898</u>	<u>\$95</u>	<u>\$345</u>	<u>\$898</u>	<u>\$103</u>	<u>\$385</u>	<u>\$970</u>
	Manufacturer/Model: DAEWOO G25E									
<b>SECONDARY</b>										
6.3.2	Forklift, Warehouse, Hyster E40XL-27	<u>\$95</u>	<u>\$345</u>	<u>\$898</u>	<u>\$95</u>	<u>\$345</u>	<u>\$898</u>	<u>\$103</u>	<u>\$385</u>	<u>\$970</u>
	Manufacturer/Model: DAEWOO G25E									
<b>6.4</b>	<u>HEAVY EQUIPMENT</u>									
<b>SECONDARY</b>										
6.4.10	Excavator, w/ 27' reach (+/- 1') 3' bucket	<u>\$340</u>	<u>\$1,020</u>	<u>\$3,200</u>	<u>\$340</u>	<u>\$1,020</u>	<u>\$3,200</u>	<u>\$367</u>	<u>\$1,102</u>	<u>\$3,456</u>
	Manufacturer/Model: JOHN DEERE 120									
<b>6.6</b>	<u>ROLLERS, RIDE-ON, STATIC</u>									
<b>SECONDARY</b>										
6.6.1	10 to 12 Ton, Rubber	<u>\$175</u>	<u>\$660</u>	<u>\$1,795</u>	<u>\$175</u>	<u>\$660</u>	<u>\$1,795</u>	<u>\$189</u>	<u>\$713</u>	<u>\$1,939</u>
	Manufacturer/Model: INGERSOL-RAND PT 125R									
<b>PRIMARY</b>										
6.6.2	10 to 12 Ton, Steel	<u>\$245</u>	<u>\$975</u>	<u>\$2,925</u>	<u>\$245</u>	<u>\$975</u>	<u>\$2,925</u>	<u>\$265</u>	<u>\$1,053</u>	<u>\$3,159</u>
	Manufacturer/Model: INGERSOL-RAND DD 90									
<b>6.7</b>	<u>ROLLERS, RIDE-ON, VIBRATORY</u>									
<b>PRIMARY</b>										
6.7.2	8 to 10 Ton, Steel	<u>\$210</u>	<u>\$815</u>	<u>\$2,395</u>	<u>\$210</u>	<u>\$815</u>	<u>\$2,395</u>	<u>\$227</u>	<u>\$880</u>	<u>\$2,587</u>
	Manufacturer/Model: INGERSOL-RAND DD 70									

**PRIME EQUIPMENT, 1403 S BLACK CANYON HWY, PHOENIX AZ 85009**

			<u>YEAR 1 DAILY</u>	<u>YEAR 1 WEEKLY</u>	<u>YEAR 1 MONTHLY</u>	<u>YEAR 2 DAILY</u>	<u>YEAR 2 WEEKLY</u>	<u>YEAR 2 MONTHLY</u>	<u>YEAR 3 DAILY</u>	<u>YEAR 3 WEEKLY</u>	<u>YEAR 3 MONTHLY</u>
<b>PRIMARY</b>											
6.7.3	10 to 12 Ton, Steel		<u>\$245</u>	<u>\$975</u>	<u>\$2,925</u>	<u>\$245</u>	<u>\$975</u>	<u>\$2,925</u>	<u>\$265</u>	<u>\$1,053</u>	<u>\$3,159</u>
	Manufacturer/Model: INGERSOL-RAND DD 90										
<b>6.8</b>	<b><u>TRACTOR</u></b>										
<b>SECONDARY</b>											
6.8.1	743 Bobcat (or equivalent)		<u>\$100</u>	<u>\$360</u>	<u>\$1,035</u>	<u>\$100</u>	<u>\$360</u>	<u>\$1,035</u>	<u>\$108</u>	<u>\$389</u>	<u>\$1,118</u>
	Manufacturer/Model: MELROE 753F										
	<b>Attachments for 6.8.1</b>										
6.8.1.1	Post Hole Digger		<u>\$75</u>	<u>\$225</u>	<u>\$600</u>	<u>\$75</u>	<u>\$225</u>	<u>\$600</u>	<u>\$81</u>	<u>\$243</u>	<u>\$648</u>
	Manufacturer/Model: MELROE MODEL 15										
6.8.1.2	Hydraulic Hammer		<u>\$150</u>	<u>\$525</u>	<u>\$1,500</u>	<u>\$150</u>	<u>\$525</u>	<u>\$1,500</u>	<u>\$162</u>	<u>\$567</u>	<u>\$1,620</u>
	Manufacturer/Model: ATLAS COPCO SBC 410										
6.8.1.3	Trencher		<u>\$115</u>	<u>\$460</u>	<u>\$1,380</u>	<u>\$115</u>	<u>\$460</u>	<u>\$1,380</u>	<u>\$124</u>	<u>\$497</u>	<u>\$1,490</u>
	Manufacturer/Model: MELROE										
6.8.1.4	Backhoe		<u>\$150</u>	<u>\$575</u>	<u>\$1,300</u>	<u>\$150</u>	<u>\$575</u>	<u>\$1,300</u>	<u>\$162</u>	<u>\$621</u>	<u>\$1,404</u>
	Manufacturer/Model: MELROE 709										
<b>6.9</b>	<b><u>TRUCKS, DUMP</u></b>										
<b>SECONDARY</b>											
6.9.2	7 cubic yard Dump		<u>\$145</u>	<u>\$550</u>	<u>\$1,450</u>	<u>\$145</u>	<u>\$550</u>	<u>\$1,450</u>	<u>\$157</u>	<u>\$594</u>	<u>\$1,566</u>
	Manufacturer/Model: FREIGHTLINER										
<b>6.10</b>	<b><u>TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE</u></b>										
<b>PRIMARY</b>											
6.10.2	4,000 Gallon		<u>\$254</u>	<u>\$993</u>	<u>\$2,979</u>	<u>\$254</u>	<u>\$993</u>	<u>\$2,979</u>	<u>\$274</u>	<u>\$1,072</u>	<u>\$3,217</u>
	Manufacturer/Model: FREIGHTLINER										

**PRIME EQUIPMENT, 1403 S BLACK CANYON HWY, PHOENIX AZ 85009**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>PRIMARY</b>										
6.10.3	3,800 Gallon	<u>\$254</u>	<u>\$993</u>	<u>\$2,979</u>	<u>\$254</u>	<u>\$993</u>	<u>\$2,979</u>	<u>\$274</u>	<u>\$1,072</u>	<u>\$3,217</u>
	Manufacturer/Model: FREIGHTLINER									
<b>6.11</b>	<u>WATER WAGONS &amp; EQUIPMENT</u>									
<b>PRIMARY</b>										
6.11.2	Stand Pipe (Portable)	<u>\$140</u>	<u>\$140</u>	<u>\$400</u>	<u>\$140</u>	<u>\$140</u>	<u>\$400</u>	<u>\$151</u>	<u>\$151</u>	<u>\$432</u>
	Manufacturer/Model:_____									
<b>SECONDARY</b>										
6.11.3	Trash. 6" one suction, one discharge (for above standpipe 6.11.2)	<u>\$135</u>	<u>\$490</u>	<u>\$1,450</u>	<u>\$135</u>	<u>\$490</u>	<u>\$1,450</u>	<u>\$146</u>	<u>\$529</u>	<u>\$1,566</u>
	Manufacturer/Model:_____									
<b>SECONDARY</b>										
6.11.5	Water Tower, 10,000 Gallon Tank, Complete	<u>\$360</u>	<u>\$360</u>	<u>\$925</u>	<u>\$360</u>	<u>\$360</u>	<u>\$925</u>	<u>\$389</u>	<u>\$389</u>	<u>\$999</u>
	Manufacturer/Model: 12,000 Gallons									
<b>6.12</b>	<u>BOOMS</u>									
<b>SECONDARY</b>										
6.12.1	Boom, 40 foot height, 1-man bucket	<u>\$140</u>	<u>\$550</u>	<u>\$1,495</u>	<u>\$140</u>	<u>\$550</u>	<u>\$1,495</u>	<u>\$151</u>	<u>\$594</u>	<u>\$1,615</u>
<b>SECONDARY</b>										
6.12.2	Boom, 30 foot height, 1-man bucket	<u>\$140</u>	<u>\$550</u>	<u>\$1,495</u>	<u>\$140</u>	<u>\$550</u>	<u>\$1,495</u>	<u>\$151</u>	<u>\$594</u>	<u>\$1,615</u>
<b>6.13</b>	OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS <u>20</u> % See Attached Rate Guide for additional Equipment and Prices. Prices shown are net to the County. Items on bid that are not available in Prime’s fleet are left blank without prices. A list of additional Equipment available for rental with list prices will be provided to the County upon request.									
<b>6.14</b>	Mileage Charge for On-Site Delivery: <u>\$2.50</u> per/mile <b>\$30 minimum</b> <b>Permit Loads will Quoted on a case by case basis.</b>									

**PRIME EQUIPMENT, 1403 S BLACK CANYON HWY, PHOENIX AZ 85009**

**6.15** Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses: 1403 S Black Canyon Hwy Phoenix, AZ 85009 602-437-8373  
 Zone 2 Addresses: \_\_\_\_\_  
 Zone 3 Addresses: \_\_\_\_\_  
 Zone 4 Addresses: 407 S Price Road Tempe, AZ 85281 480-317-9100

Terms: NET 30

Vendor Number: 760452435 A

Federal Tax ID Number: 76-0452-435

Company Web Site: [www.prime-equip.com](http://www.prime-equip.com)

Telephone Number: (602) 256-2677

Fax Number: (602) 437-8373

Company Contact (REP): Herb Pease

E-mail Address (REP):

Contract Period: To cover the period ending November 30, 2003.

**ROAD MACHINERY, 2323 W UNIVERSITY DRIVE, TEMPE, AZ, 85281**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NO

INTERNET ORDERING CAPABILITY:        YES   X   NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES        NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.4</b>	<b><u>HEAVY EQUIPMENT</u></b>									
<b>PRIMARY</b>										
6.4.2	Blade - CAT 140HP	<u>\$540.00</u>	<u>\$1,645.00</u>	<u>\$4,860.00</u>	<u>\$551.00</u>	<u>\$1,685.00</u>	<u>\$4,960.00</u>	<u>\$562.00</u>	<u>\$1,692.00</u>	<u>\$5,061.00</u>
	Manufacturer/Model: Komatsu GD650 166 h.p.									
<b>SECONDARY</b>										
6.4.8	160-H Grader	<u>\$720.00</u>	<u>\$2,160.00</u>	<u>\$6,480.00</u>	<u>\$735.00</u>	<u>\$2,204.00</u>	<u>\$6,612.00</u>	<u>\$750.00</u>	<u>\$2,249.00</u>	<u>\$6,747.00</u>
	Manufacturer/Model: Komatsu GD750 225 h.p.									
<b>6.11</b>	<b><u>WATER WAGONS &amp; EQUIPMENT</u></b>									
<b>SECONDARY</b>										
6.11.4	8,000 Gallon Water Wagon	<u>\$1,300.00</u>	<u>\$3,700.00</u>	<u>\$11,100.00</u>	<u>\$1,325.00</u>	<u>\$3,775.00</u>	<u>\$11,325.00</u>	<u>\$1,352.00</u>	<u>\$3,852.00</u>	<u>\$11,556.00</u>
	Manufacturer/Model: Moxxy MT30X 7KWT									
<b>6.13</b>	OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS <u>  8  </u> %									
<b>6.14</b>	Mileage Charge for On-Site Delivery: \$_____ per/mile									
<b>6.15</b>	Geographic area where vendor has offices and yard located in. (see page 4)									
	Zone 1 Addresses: _____									
	Zone 2 Addresses: _____									
	Zone 3 Addresses: _____									
	Zone 4 Addresses: _____									

**ROAD MACHINERY, 2323 W UNIVERSITY DRIVE, TEMPE, AZ, 85281**

Terms:	NET 30
Vendor Number:	860116153
Federal Tax ID Number:	86-0116153
Company Web Site:	<a href="http://www.roadmachinery.com">www.roadmachinery.com</a>
Telephone Number:	(480) 829-0991
Fax Number:	(480) 968-1730
Company Contact (REP):	John Hewitt
E-mail Address (REP):	<a href="mailto:jhewitt@roadmachinery.com">jhewitt@roadmachinery.com</a>
Contract Period:	To cover the period ending November 30, 2003.

**SANDPIPER EQUIPMENT RENTAL, 1411 N 27<sup>TH</sup> AVENUE, PHOENIX, AZ, 85009**

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES \_\_\_\_\_ NO

INTERNET ORDERING CAPABILITY:  X  YES \_\_\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  X  YES \_\_\_\_\_ NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.1</b>	<b><u>BACKHOE</u></b>									
<b>PRIMARY</b>										
6.1.1	710B Extend-a-hoe, 4x4, John Deere	<u>\$220</u>	<u>\$825</u>	<u>\$2,310</u>	<u>\$220</u>	<u>\$825</u>	<u>\$2,310</u>	<u>\$220</u>	<u>\$825</u>	<u>\$2,310</u>
	Manufacturer/Model: CASE 590 CAB, AIR 4X4									
<b>6.4</b>	<b><u>HEAVY EQUIPMENT</u></b>									
<b>SECONDARY</b>										
6.4.3	Loader 980 4 cubic yard	<u>\$360</u>	<u>\$1,350</u>	<u>\$3,780</u>	<u>\$360</u>	<u>\$1,350</u>	<u>\$3,780</u>	<u>\$360</u>	<u>\$1,350</u>	<u>\$3,780</u>
	Manufacturer/Model: CASE 821									
<b>6.7</b>	<b><u>ROLLERS, RIDE-ON, VIBRATORY</u></b>									
<b>PRIMARY</b>										
6.7.1	3 to 5 Ton, Steel	<u>\$125</u>	<u>\$448</u>	<u>\$1,260</u>	<u>\$125</u>	<u>\$448</u>	<u>\$1,260</u>	<u>\$125</u>	<u>\$448</u>	<u>\$1,260</u>
	Manufacturer/Model: INGERSOL DD-24									
<b>SECONDARY</b>										
6.7.2	8 to 10 Ton, Steel	<u>\$255</u>	<u>\$960</u>	<u>\$2,700</u>	<u>\$255</u>	<u>\$960</u>	<u>\$2,700</u>	<u>\$255</u>	<u>\$960</u>	<u>\$2,700</u>
	Manufacturer/Model: VIBROMAX 752									
<b>6.10</b>	<b><u>TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE</u></b>									
<b>SECONDARY</b>										
6.10.1	2,000 Gallon	<u>\$170</u>	<u>\$640</u>	<u>\$1,800</u>						
	Manufacturer/Model: FORD 2000									

**SANDPIPER EQUIPMENT RENTAL, 1411 N 27<sup>TH</sup> AVENUE, PHOENIX, AZ, 85009**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.11</b>	<u>WATER WAGONS &amp; EQUIPMENT</u>									
<b>PRIMARY</b>										
6.11.1	5,000 Gallon with Pump & Hose	\$ <u>375</u>	\$ <u>1,500</u>	\$ <u>4,500</u>						
	Manufacturer/Model: CAT 5000									
<b>6.13</b>	OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS _____ %									
<b>6.14</b>	Mileage Charge for On-Site Delivery: \$_____ per/mile									
<b>6.15</b>	Geographic area where vendor has offices and yard located in. (see page 4)									
	Zone 1 Addresses: <u>1411 N 27<sup>TH</sup> Avenue, Phoenix, AZ 85009</u>									
	Zone 2 Addresses: <u>22444 N 19<sup>th</sup> Avenue, Phoenix, AZ 85027</u>									
	Zone 3 Addresses: _____									
	Zone 4 Addresses: _____									

Terms: NET 30

Vendor Number: 860869342

Federal Tax ID Number: 86-0869342

Company Web Site: [www.falconpower.com](http://www.falconpower.com)

Telephone Number: (602) 269-3221

Fax Number: (602) 269-3696

Company Contact (REP): Billy Keogh

E-mail Address (REP): [rent@falconpower.com](mailto:rent@falconpower.com)

Contract Period: To cover the period ending November 30, 2003.

5425 E WASHINGTON, PHOENIX, AZ, 85034

SUNSTATE EQUIPMENT COMPANY, 5435 E WASHINGTON, PHOENIX, AZ, 85034

PRICING SHEET S075104 / B0607659

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES   NO

INTERNET ORDERING CAPABILITY:   YES  X  NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   YES  X  NO

**6.0 PRICING:**

		<u>YEAR 1</u> <u>DAILY</u>	<u>YEAR 1</u> <u>WEEKLY</u>	<u>YEAR 1</u> <u>MONTHLY</u>	<u>YEAR 2</u> <u>DAILY</u>	<u>YEAR 2</u> <u>WEEKLY</u>	<u>YEAR 2</u> <u>MONTHLY</u>	<u>YEAR 3</u> <u>DAILY</u>	<u>YEAR 3</u> <u>WEEKLY</u>	<u>YEAR 3</u> <u>MONTHLY</u>
<b>6.4</b>	<u>HEAVY EQUIPMENT</u>									
<b>SECONDARY</b>										
6.4.4	Road Broom, Broce	<u>\$171.00</u>	<u>\$684.00</u>	<u>\$1,920.00</u>	<u>\$171.00</u>	<u>\$684.00</u>	<u>\$1,920.00</u>	<u>\$181.00</u>	<u>\$684.00</u>	<u>\$1,920.00</u>

Manufacturer/Model: Rosco RB48 7'

**6.13** OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS  
  % **None**

**6.14** Mileage Charge for On-Site Delivery: \$35.00-Semi per/mile \$20.00 One-Ton Phoenix Metro Area

**6.15** Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses: 7722 West Olive Avenue Peoria  
 Zone 2 Addresses: None  
 Zone 3 Addresses: 22830 North 19<sup>th</sup> Avenue Phoenix, 7424 East Adobe Scottsdale  
 Zone 4 Addresses: 5425 East Washington Phoenix, 1945 South Lee Circle, 3375 South Winchester Apache Junction

Terms: NET 10<sup>th</sup> Prox  
 Vendor Number: 860324055 860810251  
 Federal Tax ID Number: 86-0810251  
 Company Web Site: [www.sunstateequip.com](http://www.sunstateequip.com)  
 Telephone Number: (602) 275-0601  
 Fax Number: (602) 275-2848  
 Company Contact (REP): Scott Braaten  
 E-mail Address (REP): [jzambo@sunstateequip.com](mailto:jzambo@sunstateequip.com)

Contract Period: To cover the period ending November 30, 2003.